

Order #: Date: Offer Valid Through: Q-207784-1 2021-04-15 2021-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For El Camino Real Charter HS

Address: City: State/Province: Zip/Postal Code: Country:		5440 Valley Circle Blvd Woodland Hills California 91367 United States		Order InformationBilling Frequency:Annual UpfrontPayment Terms:Net 30		•
Billing Contact				Primar	y Contact	
Name:	David Hussey ne:			Name:	Ryan C	Guinto
Email:			Email:	r.guinto	o@ecrchs.net	
Phone: (818) 595-7500		Ρ	Phone:			

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2022-06-30	User	4,000	USD 5.52	USD 22,080.00
24x7 Support	2021-07-01	2022-06-30	20% of Subscription (Minimums Apply)	1	USD 4,416.00	USD 4,416.00
Recurring Sub-Total						USD 26,496.00
Year 1 Total						USD 26,496.00

Year 2

Teal 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2023-06-30	User	4,000	USD 5.80	USD 23,200.00
24x7 Support	2022-07-01	2023-06-30	20% of Subscription (Minimums Apply)	1	USD 4,640.00	USD 4,640.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 27,840.00
Year 2 Total						USD 27,840.00

Year 3						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2023-07-01	2024-06-30	User	4,000	USD 6.09	USD 24,360.00
24x7 Support	2023-07-01	2024-06-30	20% of Subscription (Minimums Apply)	1	USD 4,872.00	USD 4,872.00
Recurring Sub-Total						USD 29,232.00
Year 3 Total						USD 29,232.00
						Grand Total: USD 83,568.00

Deliverable	Description	Expiration
Canvas Cloud Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.	N/A
	In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.	
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.
	In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows: Canvas & Catalog: <u>https://www.canvaslms.com/policies/support-terms</u> Portfolium: <u>https://portfolium.com/support-terms</u> MasteryConnect: <u>https://www.masteryconnect.com/support/</u>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: <u>https://www.instructure.com/master-terms-conditions</u>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax :
Please Enter (Yes or No):	Please email all US state sales tax exemption certifications to ar@instructure.com
If yes, please enter PO Number:	rocess

By executing this Order Form, each party agrees to be legally bound by this Order Form.

El Camino Real Charter HS

Signature:	
Name:	David Hussey
Title:	Executive Director
Date:	

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	